

IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

TERRY HUGH KELSO,

Plaintiff,

v.

RON CHAMPION,

Defendant.

89-C-1025-B

**FILED**  
SEP 20 1991

Richard M. Lawrence, Clerk  
U. S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

ORDER

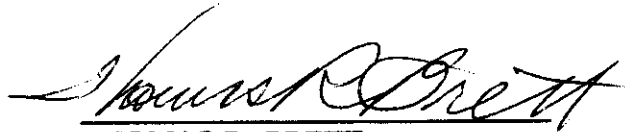
The Court has for consideration the Report and Recommendation of the United States Magistrate Judge filed August 26, 1991 in which the Magistrate Judge recommended that the Petition for Writ of Habeas Corpus be denied.

No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

After careful consideration of the record and the issues, the Court has concluded that the Report and Recommendation of the United States Magistrate Judge should be and hereby is adopted and affirmed.

It is, therefore, Ordered that the Petition for Writ of Habeas Corpus is denied.

Dated this 20 day of Sept., 1991.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

ANN B. HARRIS,  
Plaintiff,

-VS-

SAMISSA HEALTH CARE CORPORATION,  
a California corporation d/b/a  
WILLOWCREST RANCH, also d/b/a/  
MOCCASIN BEND RANCH,  
  
Defendant.

No. CIV-90-C-0021B

THE **FILED**  
SEP 20 1991  
Richard M. Lawrence, Clerk  
U. S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA  
0-C-0021B

### ORDER OF DISMISSAL

The above matter comes on to be heard this 20 day of Sept., 1991, upon the written stipulation of the parties for a dismissal of said action with prejudice, and the Court, having examined said stipulation, finds that the parties have entered into a compromise settlement covering all claims involved in the action, and the Court, being fully advised in the premises, finds that said action should be dismissed pursuant to said stipulation.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff's cause of action filed herein against the Defendant be, and the same is hereby, dismissed with prejudice to any future action.

U. S. DISTRICT JUDGE

**FILED**

Richard M. Lawrence, Clerk  
U. S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

No. 86-C-1064-E

JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

**FILED**

SEP 20 1991

Richard M. Lawrence, Clerk  
U. S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

JULIANA WOODY,

Plaintiff,

vs.

Case No. 90-C-462-B

METROPOLITAN INSURANCE COMPANIES,  
a corporation,

Defendant.

ORDER OF DISMISSAL WITH PREJUDICE

On this 20<sup>th</sup> day of Sept., 1991, upon written application of the Parties for an order of dismissal with prejudice of the petition and all causes of action, the Court, having examined said Application, finds that said Parties have entered into a compromise settlement covering all claims involved in the Petition and have requested the Court to dismiss the Petition with prejudice to any future action, and the Court, being fully advised in the premises, finds that said Petition should be dismissed. It is, therefore,

ORDERED, ADJUDGED and DECREED by this Court that the Petition and all causes of action of the Plaintiff filed herein be and the same are hereby dismissed with prejudice to any further action.

S/ THOMAS R. BRETT

\_\_\_\_\_  
THOMAS R. BRETT, JUDGE

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

HELEN RAMEY, et al.,

Plaintiffs,

vs.

INDEPENDENT SCHOOL DISTRICT  
NO. 5 OF TULSA COUNTY,  
OKLAHOMA,

Defendant.

No. 90-C-494-E

**FILED**

**SEP 20 1991**

Richard M. Lawrence, Clerk  
U. S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

GERAINE MARTIN,

Plaintiff,

vs.

INDEPENDENT SCHOOL DISTRICT  
NO. 5 OF TULSA COUNTY,  
OKLAHOMA,

Defendant.

No. 90-C-495-E

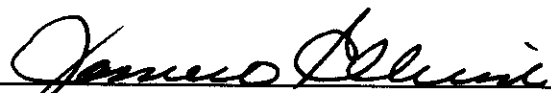
(Consolidated)

**JUDGMENT**

This action came on for consideration before the Court, Honorable James O. Ellison, District Judge, presiding, and the issues having been duly heard and a decision having been duly rendered,

IT IS THEREFORE ORDERED that the Plaintiffs take nothing from the Defendant Independent School District No. 5 of Tulsa County, Oklahoma, that the action be dismissed on the merits, and that the Defendant recover of the Plaintiffs its costs of action.

ORDERED this 19<sup>th</sup> day of September, 1991.

  
JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

**FILED**

**SEP 20 1991**

Richard M. Lawrence, Clerk  
U. S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

ZACK McDANIEL,

Plaintiff,

vs.

No. 86-C-844-E

LOUIS W. SULLIVAN, M.D.,  
SECRETARY OF HEALTH AND  
HUMAN SERVICES,

Defendant.

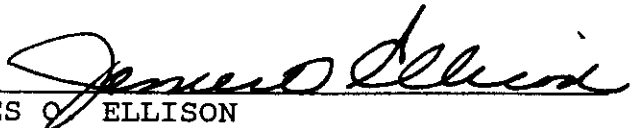
O R D E R

The Court has before it for consideration Plaintiff's objections to the Findings and Recommendations of the Magistrate filed on May 23, 1991 in which it is recommended that Plaintiff's claim for benefits under the Social Security Act be denied and that judgment be entered for the Defendant.

After careful consideration of the matters presented to it, the Court has concluded that the Findings and Recommendations of the Magistrate should be and hereby are affirmed.

IT IS THEREFORE ORDERED that Plaintiff is not entitled to disability benefits under the Social Security Act and that judgment be and hereby is entered for the Defendant.

ORDERED this 20<sup>th</sup> day of ~~August~~ <sup>Sept</sup>, 1991.

  
JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

LINDA L. BENEAR individually )  
and as mother, natural guardian, )  
and next friend of AMELIE L. BENEAR, )  
a minor, )

Plaintiffs, )

vs. )

No. 90-C-650-E

AGENCY RENT-A-CAR, a foreign )  
corporation and JOHN DOE, an )  
unidentified driver )

Defendants, )

and )

MID-CONTINENT CASUALTY COMPANY, )  
an Oklahoma corporation, )

Intervenor. )

**FILED**

SEP 20 1991


Richard M. Lawrence, Clerk  
U. S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

JUDGMENT

This action came on for consideration before the Court, Honorable James O. Ellison, District Judge, presiding, and the issues having been duly heard and a decision having been duly rendered,

IT IS THEREFORE ORDERED that the Plaintiffs take nothing from the Defendants, that the action be dismissed on the merits, and that the Defendants recover of the Plaintiff their costs of action.

ORDERED this 19<sup>th</sup> day of September, 1991.

  
JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

**F I L E D**

SEP 19 1991

UNITED STATES OF AMERICA,  
  
Plaintiff,

vs.

VICKI R. GUESS a/k/a VICKI R.  
WILHELM; COUNTY TREASURER,  
Tulsa County, Oklahoma; and  
BOARD OF COUNTY COMMISSIONERS,  
Tulsa County, Oklahoma,

Defendants.

Richard M. Lawrence, Clerk  
U.S. DISTRICT COURT

CIVIL ACTION NO. 89-C-304-B

O R D E R

Upon the joint request of the United States of America, acting on behalf of the Secretary of Veterans Affairs, by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney, and Vicki R. Guess a/k/a Vicki R. Wilhelm, by her attorney, Gene P. Dennison, and for good cause shown it is hereby ORDERED that the Motion for Leave to Enter Deficiency Judgment be dismissed and the hearing set on September 20, 1991 at 9:00 a.m. be stricken.

Dated this 19<sup>th</sup> day of Sept., 1991.

S/ THOMAS R. BRETT

THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

SUBMITTED BY:

TONY M. GRAHAM  
United States Attorney

PETER BERNHARDT, OBA #741  
Assistant United States Attorney  
3900 U.S. Courthouse  
Tulsa, Oklahoma 74103  
(918) 581-7463



IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

**FILED**

**SEP 19 1991**

RONALD E. O'DELL and PAULA  
O'DELL, husband and wife,

Plaintiffs,

vs.

SUN REFINING AND MARKETING  
COMPANY,

Defendant.

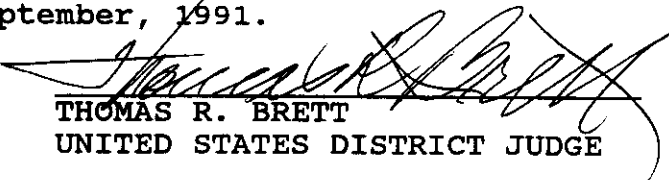
Richard M. Lawrence, Clerk  
U.S. DISTRICT COURT

Case No. 89-C-434-B

**AMENDED JUDGMENT**

Pursuant to the verdict of the jury received and filed April 30, 1991, Judgment is hereby entered in favor of Plaintiff, Ronald E. O'Dell, and against the Defendant, Sun Refining and Marketing Company, in the amount of One Dollar (\$1.00), plus prejudgment interest from the date of May 24, 1989 at the rate of 11.71% to April 30, 1991, postjudgment interest from April 30, 1991 at the rate of 6.26%, and the costs of this action in the amount of Four Thousand Nine Hundred Seventy-Six and No/100 Dollars (\$4,976.00) as awarded by the Clerk of the Court on May 28, 1991. Further, as stated in the jury verdict, Plaintiff, Paula O'Dell, is granted judgment against the Defendant, Sun Refining and Marketing Company, regarding her claim for loss of consortium and she is awarded no damages. Further, Judgment is granted to Defendant, Sun Refining and Marketing Company, and against the Plaintiff, Ronald E. O'Dell, relative to his claim for alleged punitive damages.

DATED this 19<sup>th</sup> day of September, 1991.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

DON GIBSON, d/b/a SUPERIOR  
BUILDING MAINTENANCE,

Plaintiffs,

vs.

Case No. 91-C-441-C ✓

FIRST GIBRALTAR BANK, F.S.B.  
San Antonio, incorporated under  
the laws of the United States,  
d/b/a SOONER FEDERAL, a division  
of First Gibraltar Bank, F.S.B.  
San Antonio,

Defendants,

and

RESOLUTION TRUST CORPORATION  
as receiver of Sooner Federal  
Savings and Loan Association,

Additional Party Defendant.

**FILED**

SEP 19 1991

Richard M. Lawrence, Clerk  
U. S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

ORDER

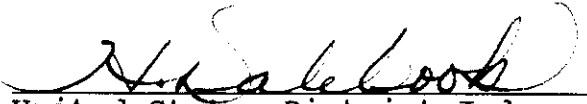
Comes on for hearing this 9th day of September, 1991, the Motion to Dismiss for lack of Subject Matter Jurisdiction filed by Additional Party Defendant Resolution Trust Corporation as Receiver of Sooner Federal Savings Association. Gary W. Boyle appeared on behalf of the Resolution Trust Corporation, Charles A. Gibbs III appeared on behalf of the Plaintiff and William D. Nay appeared on behalf of First Gibraltar Bank, F.S.B. The Court, having reviewed the file and heard the arguments of counsel and being fully advised in the premises finds that this case should be Administratively Dismissed and that the Plaintiff should be permitted to reopen the case upon notice to the Court and all parties after the passage of 180 days from the date on which Plaintiff filed its claim with the

14

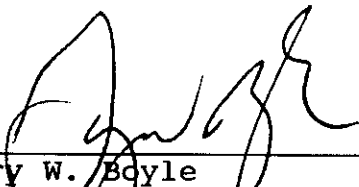
C/m

Resolution Trust Corporation as Receiver of Sooner Federal Savings  
Association.

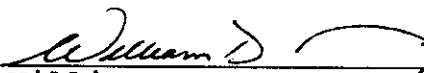
Dated this 19<sup>th</sup> day of Sept, 1991.

  
United States District Judge

Approved as to Form:

  
\_\_\_\_\_  
Gary W. Boyle  
ATTORNEY FOR ADDITIONAL PARTY  
DEFENDANT RESOLUTION TRUST  
CORPORATION AS RECEIVER OF  
SOONER FEDERAL SAVINGS AND  
LOAN ASSOCIATION.

  
\_\_\_\_\_  
Charles A. Gibbs III, Esq.  
ATTORNEY FOR PLAINTIFF

  
\_\_\_\_\_  
William D. Nay, Esq.  
ATTORNEY FOR FIRST GIBRALTAR  
BANK, F.S.B.

IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

**FILED**

SEP 18 1991

Richard M. Lawrence, Clerk  
U. S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

DENNIS S. FUNKHOUSER,

Petitioner,

v.

JAMES L. SAFFLE, et al,

Respondents.

90-C-1046-E


ORDER

The court has for consideration the Report and Recommendation of the Magistrate Judge filed August 23, 1991, in which the Magistrate Judge recommended that Petitioner's application for writ of habeas corpus pursuant to 28 U.S.C. § 2254 be denied. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

After careful consideration of the record and the issues, the court has concluded that the Report and Recommendation of the Magistrate Judge should be and hereby is affirmed.

It is therefore Ordered that Petitioner's application for writ of habeas corpus pursuant to 28 U.S.C. § 2254 is denied.

Dated this 17<sup>th</sup> day of Sept., 1991.

  
JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR  
NORTHERN DISTRICT OF OKLAHOMA

SCOTT JOHNSON, an Oklahoma  
individual,

Plaintiff,

vs.

UNITED STATES OF AMERICA,

Defendant.

FILED

SEP 18 1991

Richard M. Lawrence, Clerk  
U. S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

) CIVIL ACTION NO. 91-C-0102-C

ORDER

This matter comes on before the Court upon a Stipulation of all parties and the Court being fully advised in the premises, orders, adjudges and decrees that all claims asserted herein by plaintiff, Scott Johnson, against the United States of America are hereby dismissed with prejudice.


Dated this 17 day of Sept, 1991.

(Signed) H. Dale Cook

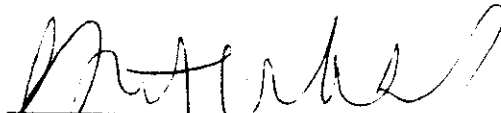
H. DALE COOK  
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

TONY M. GRAHAM  
United States Attorney



PHIL PINNELL  
Assistant US Attorney  
3600 U.S. Courthouse  
Tulsa, Oklahoma 74136  
(918) 581-7463  
Attorney for Defendant



J. STEPHEN WELCH  
309 Main Street, Upper Level  
P. O. Box 3189  
Greenwood, SC 29648  
(803) 223-8333  
Attorney for Plaintiff

FILED

SEP 18 1991

Richard M. Lawrence, Clerk  
U. S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

THOMAS LEROY JOHNSON,  
Petitioner,  
vs.  
RON CHAMPION,  
Respondent.

No. 90-C-312-C

## ORDER

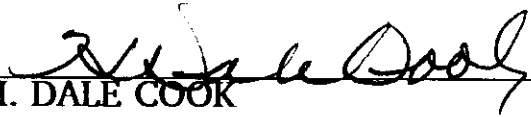
Although pending before the Court is petitioner's objection to the Report and Recommendation entered by the Magistrate Judge, the Court finds that venue is appropriately placed in the Western District of Oklahoma where the merits of the case should be considered.

Even though petitioner is currently incarcerated within the Northern District, venue in a habeas proceeding which is attacking the judgment and sentence entered by a state court should properly be considered in the district where the sentencing occurred. The

Western District is a more convenient forum for production of records and witnesses.

Accordingly, it is the Order of the Court that this matter is hereby transferred to the Western District of Oklahoma.

*IT IS SO ORDERED* this 17 day of September, 1991.

  
\_\_\_\_\_  
H. DALE COOK  
Chief Judge, U. S. District Court

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,  
Plaintiff,

vs.

MICHAEL G. CHANDLER; LINDA L.  
CHANDLER a/k/a LINDA LUCILLE  
CHANDLER; DEPARTMENT OF HUMAN  
SERVICES; COUNTY TREASURER,  
Ottawa County, Oklahoma;  
BOARD OF COUNTY COMMISSIONERS,  
Ottawa County, Oklahoma; and  
Bonetta Chandler n/k/a  
Bonetta Greenfeather,

Defendants.

CIVIL ACTION NO. 91-C-333-B

**FILED**

SEP 17 1991

Richard M. Lawrence, Clerk  
U. S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 17th day  
of Sept., 1991. The Plaintiff appears by Tony M.  
Graham, United States Attorney for the Northern District of  
Oklahoma, through Phil Pinnell, Assistant United States Attorney;  
the Defendants, County Treasurer, Ottawa County, Oklahoma, and  
Board of County Commissioners, Ottawa County, Oklahoma, appear by  
Barry V. Denney, Assistant District Attorney, Ottawa County,  
Oklahoma; the Defendants, Department of Human Services and  
Bonnetta Chandler n/k/a Bonetta Greenfeather, appear by Jack L.  
Smith, Assistant District Attorney, Ottawa County, Oklahoma; and  
the Defendants, Michael G. Chandler and Linda L. Chandler a/k/a  
Linda Lucille Chandler, appear not, but make default.

The Court, being fully advised and having examined the  
court file, finds that the Defendant, Michael J. Chandler,  
acknowledged receipt of Summons and Complaint on May 22, 1991;



that the Defendant, Linda L. Chandler a/k/a Linda Lucille Chandler, acknowledged receipt of Summons and Complaint on June 3, 1991; that the Defendant, Department of Human Services, was served with Summons and Amended Complaint on July 30, 1991; and that the Defendant, Bonnetta Chandler n/k/a Bonnetta Greenfeather, acknowledged receipt of Summons and Amended Complaint on August 3, 1991.

It appears that the Defendants, County Treasurer, Ottawa County, Oklahoma, and Board of County Commissioners, Ottawa County, Oklahoma, filed their Answer on May 28, 1991; that the Defendants, Department of Human Services and Bonnetta Chandler n/k/a Bonnetta Greenfeather, filed their Answer on August 5, 1991; and that the Defendants, Michael G. Chandler and Linda L. Chandler a/k/a Linda Lucille Chandler, have failed to answer and their default has therefore been entered by the Clerk of this Court.

The Court further finds that the spelling of the name of Defendant, Bonetta Chandler a/k/a Bonetta Greenfeather, should be corrected to Bonnetta Chandler a/k/a Bonnetta Greenfeather.

The Court further finds that this is a suit based upon a certain mortgage note and for foreclosure of a mortgage securing said mortgage note upon the following described real property located in Ottawa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot 39 and the South 25 feet of Lot 38 in Block 4 in ELMWOOD EAST PHASE FOUR Addition to the City of Miami, Ottawa County, Oklahoma, according to the recorded plat thereof.

Subject, however, to any valid outstanding easements, rights-of-way, mineral leases, mineral reservations, and mineral conveyances of record.

The Court further finds that on April 24, 1984, the Defendants, Michael G. Chandler and Linda Lucille Chandler, executed and delivered to the United States of America, acting through the Farmers Home Administration, their promissory note in the amount of \$43,000.00, payable in monthly installments, with interest thereon at the rate of 11.875 percent (11.875%) per annum.

The Court further finds that as security for the payment of the above-described note, the Defendants, Michael G. Chandler and Linda Lucille Chandler, executed and delivered to the United States of America, acting through the Farmers Home Administration, a mortgage dated April 24, 1984, covering the above-described property. Said mortgage was recorded on April 24, 1984, in Book 432, Page 105, in the records of Ottawa County, Oklahoma.

The Court further finds that on July 16, 1984, the Defendants, Michael G. Chandler and Linda L. Chandler, executed and delivered to the United States of America, acting through the Farmers Home Administration, an Interest Credit Agreement pursuant to which the interest rate on the above-described note and mortgage was reduced.

The Court further finds that on June 18, 1985, the Defendants, Michael G. Chandler and Linda L. Chandler, executed and delivered to the United States of America, acting through the

Farmers Home Administration, an Interest Credit Agreement pursuant to which the interest rate on the above-described note and mortgage was reduced.

The Court further finds that on July 25, 1986, the Defendants, Michael G. Chandler and Linda L. Chandler, executed and delivered to the United States of America, acting through the Farmers Home Administration, an Interest Credit Agreement pursuant to which the interest rate on the above-described note and mortgage was reduced.

The Court further finds that on August 28, 1987, the Defendants, Michael G. Chandler and Linda L. Chandler, executed and delivered to the United States of America, acting through the Farmers Home Administration, an Interest Credit Agreement pursuant to which the interest rate on the above-described note and mortgage was reduced.

The Court further finds that on July 29, 1988, the Defendants, Michael G. Chandler and Linda L. Chandler, executed and delivered to the United States of America, acting through the Farmers Home Administration, an Interest Credit Agreement pursuant to which the interest rate on the above-described note and mortgage was reduced.

The Court further finds that on September 26, 1988, the Defendants, Michael G. Chandler and Linda L. Chandler, executed and delivered to the United States of America, acting through the Farmers Home Administration, an Interest Credit Agreement pursuant to which the interest rate on the above-described note and mortgage was reduced.

The Court further finds that on May 27, 1986, the Defendants, Michael G. Chandler and Linda L. Chandler, executed and delivered to the United States of America, acting through the Farmers Home Administration, a Reamortization and/or Deferral Agreement pursuant to which the entire debt due on that date was made principal.

The Court further finds that on September 26, 1988, the Defendants, Michael G. Chandler and Linda L. Chandler, executed and delivered to the United States of America, acting through the Farmers Home Administration, a Reamortization and/or Deferral Agreement pursuant to which the entire debt due on that date was made principal.

The Court further finds that the Defendants, Michael G. Chandler and Linda L. Chandler a/k/a Linda Lucille Chandler, made default under the terms of the aforesaid note, mortgage, interest credit agreements, and reamortization and/or deferral agreements by reason of their failure to make the monthly installments due thereon, which default has continued, and that by reason thereof the Defendants, Michael G. Chandler and Linda L. Chandler a/k/a Linda Lucille Chandler, are indebted to the Plaintiff in the principal sum of \$47,494.51, plus accrued interest in the amount of \$4,147.46 as of June 18, 1990, plus interest accruing thereafter at the rate of 11.875 percent per annum or \$15.4520 per day until judgment, plus interest thereafter at the legal rate until fully paid, and the further sum due and owing under the interest credit agreements of \$14,463.87, plus interest on that sum at the legal rate from judgment until paid, and the

costs of this action in the amount of \$55.96 (\$20.00 docket fees, \$27.96 fees for service of Summons and Complaint, \$8.00 fee for recording Notice of Lis Pendens).

The Court further finds that the Defendant, County Treasurer, Ottawa County, Oklahoma, has a lien on the property which is the subject matter of this action by virtue of ad valorem taxes in the amount of \$338.75, plus penalties and interest, for the year of 1990. Said lien is superior to the interest of the Plaintiff, United States of America.

The Court further finds that the Defendant, County Treasurer, Ottawa County, Oklahoma, has a lien on the property which is the subject matter of this action by virtue of personal property taxes in the amount of \$9.16 for 1989 which became a lien on the property on July 1, 1989, and in the amount of \$2.86 for 1990 which became a lien on the property on July 1, 1990. Said liens are inferior to the interest of the Plaintiff, United States of America.

The Court further finds that the Defendants, Michael G. Chandler and Linda L. Chandler a/k/a Linda Lucille Chandler, are in default and have no right, title or interest in the subject real property.

The Court further finds that the Defendant, Department of Human Services, has a lien on the property which is the subject matter of this action by virtue of a judgment, recorded on January 28, 1988 in the records of Ottawa County, Oklahoma in Book 464 at Page 897 and subsequently recorded on

January 28, 1988 in Book 464 at Pages 932-933 in the amount of \$3,825.44 plus interest at the legal rate per annum. Said lien in inferior to the interest of the Plaintiff, United States of America.

The Court further finds that the Defendant, Bonneta Chandler n/k/a Bonneta Greenfeather, has a lien on the property which is the subject matter of this action by virtue of a judgment, recorded on April 24, 1991 in the records of Ottawa County, Oklahoma in Book 498 at Page 195 in the amount of \$911.71 plus interest at the legal rate per annum. Said lien in inferior to the interest of the Plaintiff, United States of America.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Plaintiff have and recover judgment against the Defendants, Michael G. Chandler and Linda L. Chandler a/k/a Linda Lucille Chandler, in the principal sum of \$47,494.51, plus accrued interest in the amount of \$4,147.46 as of June 18, 1990, plus interest accruing thereafter at the rate of 11.8750 percent per annum or \$15.4520 per day until judgment, plus interest thereafter at the current legal rate of 5.68 percent per annum until paid, and the further sum due and owing under the interest credit agreements of \$14,463.87, plus interest on that sum at the legal rate from judgment until paid, plus the costs of this action in the amount of \$55.96 (\$20.00 docket fees, \$27.96 fees for service of Summons and Complaint, \$8.00 fee for recording Notice of Lis Pendens), plus any additional sums advanced or to be advanced or expended during this foreclosure action by

Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, Ottawa County Treasurer, Ottawa County, Oklahoma, have and recover judgment in the amount of \$338.75, plus penalties and interest, for ad valorem taxes for the year 1990, plus the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, County Treasurer, Ottawa County, Oklahoma, have and recover judgment in the amount of \$9.16 for personal property taxes for the year 1989, and the amount of \$2.86 for personal property taxes for the year of 1990, plus the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, Department of Human Services, have and recover judgment in the amount of \$3,825.44, plus interest at the legal rate per annum.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, Bonneta Chandler n/k/a Bonneta Greenfeather, have and recover judgment in the amount of \$911.71, plus interest at the legal rate per annum.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendants, Michael G. Chandler and Linda L. Chandler a/k/a Linda Lucille Chandler, have no right, title, or interest in the subject real property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendants, Michael G. Chandler and Linda L.

Chandler a/k/a Linda Lucille Chandler, to satisfy the money judgment of the Plaintiff herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, according to Plaintiff's election with or without appraisement, the real property involved herein and apply the proceeds of the sale as follows:

**First:**

In payment of the costs of this action accrued and accruing incurred by the Plaintiff, including the costs of sale of said real property;

**Second:**

In payment of Defendant, County Treasurer, Ottawa County, Oklahoma, in the amount of \$338.75, plus penalties and interest, for ad valorem taxes which are presently due and owing on said real property;

**Third:**

In payment of the judgment rendered herein in favor of the Plaintiff;

**Fourth:**

In payment of Defendant, Department of Human Services, in the amount of \$3,825.44, plus interest at the legal rate per annum.



**Fifth:**

In payment of Defendant, County Treasurer, Ottawa County, Oklahoma, in the amount of \$12.02, personal property taxes which are currently due and owing.

**Sixth:**

In payment of Defendant, Bonneta Chandler n/k/a Bonneta Greenfeather, in the amount of \$911.71, plus interest at the legal rate per annum.

The surplus from said sale, if any, shall be deposited with the Clerk of the Court to await further Order of the Court.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above-described real property, under and by virtue of this judgment and decree, all of the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of any right, title, interest or claim in or to the subject real property or any part thereof.

*[Handwritten signature]*

---

UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM  
United States Attorney

*Phil Pinnell*  
\_\_\_\_\_  
PHIL PINNELL, OBA #7169  
Assistant United States Attorney  
3600 U.S. Courthouse  
Tulsa, Oklahoma 74103  
(918) 581-7463

*Jack L. Smith*

JACK L. SMITH, OBA #8362  
Assistant District Attorney  
Attorney for Defendants,  
Department of Human Services and  
Bonneta Chandler n/k/a Bonneta Greenfeather

*Barry V. Denney*

BARRY V. DENNEY, OBA #11284  
Assistant District Attorney  
Attorney for Defendants,  
County Treasurer and  
Board of County Commissioners,  
Ottawa County, Oklahoma

Judgment of Foreclosure  
Civil Action No. 91-C-333-B

PP/esr

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,  
  
Plaintiff,

vs.

LEE A. HANNAH; BRENDA ANN HANNAH  
a/k/a BRENDA A. HANNAH; NCNB  
NATIONAL BANK OF NORTH CAROLINA;  
HARRY SHALIA, JR., as Trustee in  
Bankruptcy of Freedlander, Inc.,  
The Mortgage People;  
COUNTY TREASURER, Tulsa County,  
Oklahoma; and BOARD OF COUNTY  
COMMISSIONERS, Tulsa County,  
Oklahoma,

Defendants.

**FILED**

SEP 17 1991

Richard M. Lawrence, Clerk  
U. S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

CIVIL ACTION NO. 91-C-0070-E

AMENDED JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 17 day  
of Sept, 1991. The Plaintiff appears by Tony M.  
Graham, United States Attorney for the Northern District of  
Oklahoma, through Peter Bernhardt, Assistant United States  
Attorney; the Defendants, County Treasurer, Tulsa County,  
Oklahoma, and Board of County Commissioners, Tulsa County,  
Oklahoma, appear by J. Dennis Semler, Assistant District  
Attorney, Tulsa County, Oklahoma; Defendant, Harry Shalia, Jr., as  
Trustee in Bankruptcy of Freedlander, Inc., The Mortgage People,  
appears by David H. Adams, Esq.; and the Defendants, Lee A.  
Hannah, Brenda Ann Hannah a/k/a Brenda A. Hannah, and NCNB  
National Bank of North Carolina, appear not, but make default.

The Court, being fully advised and having examined the  
court file, finds that the Defendant, Lee A. Hannah, acknowledged  
receipt of Summons and Complaint on May 7, 1991; that the  
Defendant, Brenda Ann Hannah a/k/a Brenda A. Hannah, acknowledged

receipt of Summons and Complaint on May 7, 1991; that the Defendant, Harry Shaia, Jr. as Trustee in Bankruptcy of Freedlander, Inc., The Mortgage People, acknowledged receipt of Summons and Complaint on or about March 11, 1991; that the Defendant, NCNB National Bank of North Carolina, acknowledged receipt of Summons and Complaint on February 11, 1991; that the Defendant, County Treasurer, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on or about February 8, 1991; and that the Defendant, Board of County Commissioners, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on February 8, 1991.

It appears that the Defendant, County Treasurer, Tulsa County, Oklahoma, filed his Answer on February 28, 1991; that the Defendant, Board of County Commissioners, Tulsa County, Oklahoma, filed its Answer on February 28, 1991; that the Defendant, Harry Shaia, Jr., as Trustee in Bankruptcy of Freedlander, Inc., The Mortgage People, filed his Answer on May 6, 1991; and that the Defendants, Lee A. Hannah, Brenda Ann Hannah a/k/a Brenda A. Hannah, and NCNB National Bank of North Carolina, have failed to answer and their default has therefore been entered by the Clerk of this Court.

The Court further finds that on August 13, 1982, Lee Arnold Hannah and Brenda Ann Hannah filed their voluntary petition in bankruptcy in Chapter 7 in the United States Bankruptcy Court, Northern District of Oklahoma, Case No. 82-B-953, were discharged on November 24, 1982, and the case was closed on April 9, 1983.

The Court further finds that this is a suit based upon a certain mortgage note and for foreclosure of a mortgage securing said mortgage note upon the following described real property located in Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Three (3), Block Ten (10), SUBURBAN ACRES  
THIRD ADDITION to the City of Tulsa, Tulsa  
County, State of Oklahoma, according to the  
recorded Plat thereof.

The Court further finds that on December 20, 1973, the Defendant, Lee A. Hannah, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, now known as Secretary of Veterans Affairs, his mortgage note in the amount of \$9,750.00, payable in monthly installments, with interest thereon at the rate of 6 percent (6%) per annum.

The Court further finds that as security for the payment of the above-described note, the Defendant, Lee A. Hannah, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, now known as Secretary of Veterans Affairs, a mortgage dated December 20, 1973, covering the above-described property. Said mortgage was recorded on December 20, 1973, in Book 4100, Page 491, in the records of Tulsa County, Oklahoma.

The Court further finds that the Defendant, Lee A. Hannah, made default under the terms of the aforesaid note and mortgage by reason of his failure to make the monthly installments due thereon, which default has continued, and that

by reason thereof the Defendant, Lee A. Hannah, is indebted to the Plaintiff in the principal sum of \$7,066.61, plus interest at the rate of 6 percent per annum from September 1, 1988 until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action.

The Court further finds that the Defendants, County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, and Harry Shaia, Jr., as Trustee in Bankruptcy of Freedlander, Inc., The Mortgage People, claim no right, title or interest in the subject real property.

The Court further finds that the Defendants, Lee A. Hannah, Brenda Ann Hannah a/k/a Brenda A. Hannah, and NCNB National Bank of North Carolina, are in default and have no right, title or interest in the subject real property.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Plaintiff have and recover judgment against the Defendant, Lee A. Hannah, in the principal sum of \$7,066.61, plus interest at the rate of 6 percent per annum from September 1, 1988 until judgment, plus interest thereafter at the current legal rate of 5.68 percent per annum until paid, plus the costs of this action, plus any additional sums advanced or to be advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Defendants, County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, Harry Shaia, Jr., as Trustee in

Bankruptcy of Freedlander, Inc., The Mortgage People, Lee A. Hannah, Brenda Ann Hannah a/k/a Brenda A. Hannah, and NCNB National Bank of North Carolina have no right, title, or interest in the subject real property.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, according to Plaintiff's election with or without appraisal, the real property involved herein and apply the proceeds of the sale as follows:

**First:**

In payment of the costs of this action accrued and accruing incurred by the Plaintiff, including the costs of sale of said real property;

**Second:**

In payment of the judgment rendered herein in favor of the Plaintiff;

The surplus from said sale, if any, shall be deposited with the Clerk of the Court to await further Order of the Court.

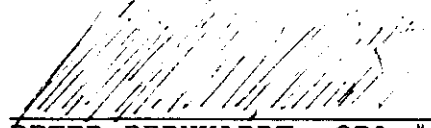
**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that from and after the sale of the above-described real property, under and by virtue of this judgment and decree, all of the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of any right, title, interest or claim in or to the subject real property or any part thereof.

S/ JAMES O. ELLISON

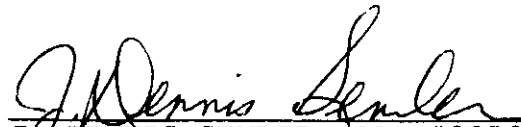
UNITED STATES DISTRICT JUDGE

APPROVED:


TONY M. GRAHAM  
United States Attorney



PETER BERNHARDT, OBA #741  
Assistant United States Attorney  
3600 U.S. Courthouse  
Tulsa, Oklahoma 74103  
(918) 581-7463



J. DENNIS SEMLER, OBA #8076  
Assistant District Attorney  
Attorney for Defendants,  
County Treasurer and  
Board of County Commissioners,  
Tulsa County, Oklahoma



DAVID H. ADAMS  
Attorney for Defendant, Harry Shaia, Jr.,  
as Trustee in Bankruptcy of  
Freedlander, Inc., The Mortgage People

Judgment of Foreclosure  
Civil Action No. 91-C-0070-C

PB/esr



ajb

OBA #5026

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

COLLEEN VAN ZANDT,

Plaintiff,

vs.

TONYA HILL,

Defendant.

Case No: 91-C-180

**FILED**

SEP 17 1991

Richard M. Lawrence, Clerk  
U. S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

ORDER OF DISMISSAL WITH PREJUDICE

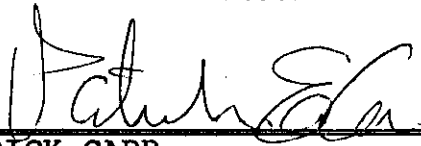
On this 17th day of September, 1991, the joint application of the parties for an order dismissing the above captioned matter came on before the court. The court finds that the parties have settled the case.

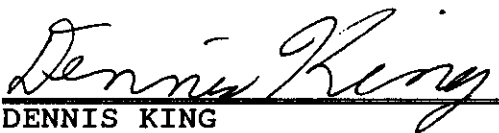
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that this case is ordered dismissed with prejudice to refiling.

S/ THOMAS R. BRETT

JUDGE OF THE UNITED STATES DISTRICT  
COURT FOR THE NORTHERN DISTRICT OF  
OKLAHOMA

APPROVED AS TO FORM:

  
PATRICK CARR  
Attorney for Plaintiff

  
DENNIS KING  
Attorney for Defendant

IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

RALPH M. DUBOIS,

Plaintiff,

v.

JOHN G. LANNING,

Defendant.

91-C-253-C ✓

FILED

SEP 17 1991

Richard M. Lawrence, Clerk  
U. S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

ORDER

Now before this Court is Defendant's Motion to Dismiss (docket #3)<sup>1</sup> under authority of the Fed.R.Civ.Rule 12(b)(6).

Factual Overview

Plaintiff Ralph Dubois filed this action under 42 U.S.C. §1983, claiming state District Judge John G. Lanning violated his civil rights during a divorce proceeding in Washington County District Court in the State of Oklahoma. On May 1988, the Defendant ordered a division of Plaintiff's Social Security Pension and Civil Service Disability Pension to be paid to Plaintiff's ex-wife. Additionally, defendant ordered Plaintiff to pay his ex-wife's attorney's fees for the divorce proceeding.

Legal Analysis

The issue is whether a Motion to Dismiss should be granted on the basis of a defense of immunity.

Plaintiff contends that the Defendant Judge Lanning's decision violated Oklahoma

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<sup>1</sup> "Docket numbers" refer to numerical designations assigned sequentially to each pleading, motion or order or other filing and are included for purposes of record keeping only. "Docket numbers" have no independent legal significance and are to be used in conjunction with the docket sheet prepared and maintained by the United States Court Clerk, Northern District of Oklahoma.

law, which deprived Dubois of his Constitutional rights guaranteed by Article XIV of the Constitution of the United States.<sup>2</sup> Defendant cites *Umber v. Umber*, 591 P.2d 299 (Okla. 1979) which held that "Social Security Benefits are not an item to be considered in the determination of a property settlement; they are the separate property of the employee-spouse. To decide otherwise would interfere with the scheme of the Social Security Act." Defendant ordered on December 21, 1988 that Plaintiff pay his ex-wife \$6,153.00, a division of his Social Security Benefits.

Defendant asserts that he is immune from Plaintiff's suit based on the Doctrine of Sovereign Immunity because the allegations stem from judicial proceedings in Plaintiff's divorce case.

The United States Supreme Court has held that a judge is absolutely immune from liability under §1983 for all judicial acts performed by him over which he has jurisdiction. *Stump v. Sparkman*, 435 U.S. 349, 98 S.Ct. 1099, 1101, 56 L.Ed. 2d 331 (1978), reh. denied, 436 U.S. 951, 98 S.Ct. 2862, 56 L.Ed. 2d 795 (1978). Additionally, the court in *Van Sickle v. Holloway*, 791 F.2d 1431, 1435 (10th Cir. 1986) has held that "a Judge will not be deprived of immunity because the actions he took were in error, were done maliciously, or were in excess of their authority."

Here, the Plaintiff contests that Judge Lanning's decision in dividing his Social Security benefits was contrary to Oklahoma law. However, Plaintiff has not asserted that Judge Lanning acted beyond the scope of his jurisdiction. Judge Lanning's decision in Plaintiff's May 1988 divorce proceeding may constitute an error of law. However, the

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<sup>2</sup> The Plaintiff contends he has waited since May 20, 1988 to have his case heard. It has been necessary to retain two different attorneys to get his brief filed. Due to error on the part of the first attorney the case was rejected by the Court of Appeals on the technicality of improper filing. Plaintiff asserts that failure to hear this case will deny him his day in court. Plaintiff now presents this case to the court on his own behalf.

doctrine of Sovereign Immunity shields Judge Lanning from suit because he was acting in his judicial capacity and within the scope of his jurisdiction. Thus, according to *Stump*, 98 S.Ct. at 1101 and *Van Sickle*, 791 F.2d 1435, Judge Lanning is immune from suit even where his decision may be contrary to Oklahoma Law.

Based on the above reasoning, Plaintiff's civil rights action may not be maintained against the Defendant due to the doctrine of Sovereign Immunity. *Camero v. Kostos*, 253 F. Supp 331, 338 (N.J. 1966) held that it is proper under the Fed.R.Civ.P., Rule 12(b) (6) to dismiss a complaint for failure to state cause of action because of sovereign immunity.

Therefore, the United States Magistrate Judge finds that the Defendant's Motion to Dismiss should be and hereby is granted.

SO ORDERED THIS 16<sup>th</sup> day of September, 1991.

  
JEFFREY S. WOLFE  
UNITED STATES MAGISTRATE JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

**FILED**

SEP 17 1991

Richard M. Lawrence, Clerk  
U. S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

v.

KELLY L. WILLIAMS,

Defendant.

CIVIL ACTION NO. 91-C-557-B

DEFAULT JUDGMENT

This matter comes on for consideration this 17<sup>th</sup> day of Sept., 1991, the Plaintiff appearing by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Kathleen Bliss Adams, Assistant United States Attorney, and the Defendant, Kelly L. Williams, appearing not.

The Court being fully advised and having examined the court file finds that Defendant, Kelly L. Williams, was served with Summons and Complaint on August 9, 1991. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant has not answered or otherwise moved, and default has been entered by the Clerk of this Court. Plaintiff is entitled to Judgment as a matter of law.


IT IS THEREFORE ORDERED, ADJUDGED, and DECREED that the Plaintiff have and recover judgment against the Defendant, Kelly L. Williams, for the principal amount of \$926.00, accrued interest of \$281.27 as of June 10, 1991, administrative costs in the amount of \$87.00, interest thereafter at the rate of 3 percent per annum

until judgment, a surcharge of 10% of the amount of the debt in connection with the recovery of the debt to cover the cost of processing and handling the litigation and enforcement of the claim for this debt as provided by 28 U.S.C. § 3011, plus interest thereafter at the current legal rate of 5.68 percent per annum until paid, plus costs of this action.

S/ [Signature]

United States District Judge

Submitted By:

  
KATHLEEN BLISS ADAMS, OBA# 13625  
Assistant United States Attorney  
3900 United States Courthouse  
Tulsa, Oklahoma 74103  
(918) 581-7463

**FILED**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

SEP 17 1991

Richard M. Lawrence, Clerk  
U. S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,  
Plaintiff,

v.

CITY OF PRYOR CREEK,  
THE STATE OF OKLAHOMA,  
Defendants.

CIVIL ACTION NO.

91 C 638 E

CONSENT DECREE

1. Plaintiff, the United States of America, on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint herein alleging that defendant City of Pryor Creek, Oklahoma (the "City") had violated, and was in violation of the Clean Water Act, 33 U.S.C. § 1311 (the "Act"), and the conditions and limitations of National Pollutant Discharge Elimination System ("NPDES") Permit Number OK0024422. The City of Pryor Creek, a political subdivision of the State of Oklahoma, owns and operates a publicly owned treatment works ("POTW") consisting of an existing treatment plant (referred to as "Treatment Plant") which is the subject of this Decree.
2. The State of Oklahoma has been joined as a defendant pursuant to Section 309(e) of the Clean Water Act, 33, U.S.C. § 1319(e) and is liable to the extent that the laws of the State prevent the City from raising the revenues needed to comply with any judgment entered against the City.

3. The State of Oklahoma contends that it presently has no laws which would prevent the City of Pryor Creek from raising revenues necessary to comply with any judgment entered against the City.

4. The parties to this suit having consented to entry of this Decree without trial of any issues, and the parties hereby stipulate to the Court that in order to resolve the issues in Plaintiff's Complaint this Consent Decree should be entered.

NOW THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED as follows:

#### I. JURISDICTION

Pursuant to Section 309 of the Clean Water Act, 33 U.S.C. § 1319, and to 28 U. S.C. § 1345, this Court has jurisdiction over the subject matter of this action and over the parties. The Complaint of the United States states claims for which relief may be granted against the Defendants under 33 U.S.C. § 1319.

#### II. BINDING EFFECT

The provisions of this Consent Decree shall apply to and be binding upon the above-named parties to this action and upon their officers, directors, agents, trustees, servants, employees, successors, assigns, attorneys and all persons and corporations under the control or direction of the City. The City shall give written notice of this Consent Decree to any successors in interest prior to transfer of ownership or operation of the City's Treatment Plant, and shall provide a copy of this Consent Decree to any successor-in-interest and to each contractor. The



City shall notify in writing the United States Environmental Protection Agency, Office of Regional Counsel, Region VI, any successor in interest at least thirty (30) days prior to transfer.

### III. OBJECTIVES

All plans, studies, construction, remedial maintenance and monitoring programs and other obligations in this Decree or resulting from the activities required by this Decree shall have the objectives of causing the City to come into and remain in compliance with the Clean Water Act NPDES Permit No. OK0024422 (the "Permit"), or any renewals or modifications to the Permit, and the provisions of applicable Federal and State laws and regulations governing discharges from the City's Treatment Plant.

### IV. FINAL PERMIT COMPLIANCE

By no later than January 1, 1990, and thereafter, the City shall not discharge pollutants in excess of the final effluent limitations in NPDES Permit No. OK0024422. The City at all times shall comply with all other conditions of NPDES Permit No. OK0024422.

### V. FUNDING

Performance of the terms of this Consent Decree by the City is not conditioned upon receipt of, or processing of any request for, any Federal or State grant monies.

## VI. PENALTIES FOR PAST VIOLATIONS

1. Within sixty (60) days of entry of this Decree, the City shall pay a civil penalty of \$20,000 for past violations of the Act, the NPDES permit, and the Administrative Orders, as set forth in the Complaint filed herein, through the date this Decree is filed. This payment constitutes complete satisfaction of the City's civil liability for violations of section 301 of the Act, 33 U.S.C. § 1311, alleged in Plaintiff's Complaint through the date of the lodging of this Decree.

2. Payment shall be made by check payable to the "Treasurer of the United States" and delivered to the office of the United States Attorney for the Northern District of Oklahoma, U.S. Courthouse, Room 3600, 33 West 4th St., Tulsa, Oklahoma 74103. A copy of the check and the letter tendering the check shall be mailed to the following: Environmental Protection Agency, Office of Regional Counsel, Region VI, 1445 Ross Avenue, Dallas, Texas 752202, Attn: Ms. Debora Browning.

## VII. DISPUTE RESOLUTION

1. If the parties are unable to agree upon any plan, procedure, standard, requirement or other matter described herein, or in the event a dispute should arise among the parties regarding the implementation of the requirements of this Decree, the position of the Plaintiff shall be followed by the City, unless the City files a petition with this Court for resolution of the dispute

within thirty (30) days of receipt of the Plaintiff's final decision on the disputed matter.

2. The petition shall set forth the nature of the dispute with a proposal for its resolution. All other parties shall have thirty (30) days to file a response with an alternate proposal for resolution. In such dispute, the City shall have the burden of proving that its proposal most appropriately fulfills the terms conditions, requirements and objectives of this Decree and the Act.

#### VIII. COSTS OF ACTION

Each party shall bear its own costs of this action and attorneys' fees, except as otherwise provided herein.

#### IX. PERMIT REMAINS UNMODIFIED

1. This Decree shall not be interpreted to be a permit or modification of an permit for the discharge of pollutants under Section 402 of the Act, 33 U.S.C. § 1342, nor shall it in any way relieve the City of any obligation imposed by the Act or any permit issued thereunder, or of its obligation to comply with any other local, State, or Federal law in any way related to the subject of this Decree, except as otherwise expressly provided herein. Nothing contained in this Decree shall be construed to prevent or limit the United States rights to obtain penalties or injunctive relief under the Act or other Federal statutes or regulations except as expressly specified herein.

2. The Plaintiff does not, by consenting to the entry of this Decree, warrant to or aver in any manner that the City's complete compliance with this Decree or any portions thereof, will result in compliance with the provisions of the Act or the City's NPDES permit. Notwithstanding review of any plans, manuals or reports, by EPA, the City shall remain solely responsible for compliance with the terms of this Decree and of its NPDES permit.

#### X. NON-WAIVER PROVISIONS

1. Plaintiff and the State of Oklahoma do not waive any rights or remedies available to them for any violation by the City of Federal or State laws, regulations, or permit conditions following completion of the requirements of this Decree, except as otherwise provided herein.
2. This Consent Decree does not limit or affect the rights of the United States, the State of Oklahoma or the City of Pryor Creek as against any third parties, nor does it limit the rights of third parties, who are not parties to this Consent Decree, against any of the parties.
3. Plaintiff reserves any and all legal and equitable remedies available to enforce the provisions of this Decree.

#### XI. RETENTION OF JURISDICTION

The Court shall retain jurisdiction to enforce the terms and conditions of this Decree, to make modifications to this Decree necessary to effectuate compliance with any presently effective

and future permits, and to resolve all disputes arising hereunder as may be necessary or appropriate for the construction or execution of this Decree.

XII. MODIFICATION OF DECREE

This Decree shall not be modified or amended except by approval of the Court. Any modifications or amendments of the Decree agreed to among the parties shall be submitted to the Court for approval as a stipulation and will not be effective unless approved by the Court.

XIII. CONTINGENT LIABILITY OF STATE OF OKLAHOMA

This Decree does not resolve the contingent liability of the State of Oklahoma under Section 309(e) of the Act, 33 U.S.C. § 1319(e). The United States specifically reserves its claim against the State, and the State reserves its defenses.

XIV. TERMINATION

The terms and conditions of this Decree shall terminate when all the parties notify the Court that the City has paid all penalties due.

Dated and entered this 17<sup>th</sup> day of September, 1991.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

WE HEREBY CONSENT to the entry of this Consent Decree, subject to the public notice requirements of 28 C.F.R. § 50.7.

FOR THE UNITED STATES OF AMERICA

Date

ACTING

Barry M. Hartman  
Barry M. Hartman, Acting  
Assistant Attorney General  
Land and Natural Resources Division  
United States Department of Justice  
Washington, D.C. 20530

UNITED STATES ATTORNEY  
FOR THE NORTHERN DISTRICT  
OF OKLAHOMA

Date

August 21, 1991

By:

Wyn Dee Ann Baker  
Wyn Dee Ann Baker, OBA #465  
Assistant United States Attorney  
Northern District of Oklahoma  
U.S. Courthouse, Room 3600  
333 West 4th St.  
Tulsa, Oklahoma 74103

Date

Agency

Thomas L. Adams, Jr.  
~~THOMAS L. ADAMS, JR.~~ James M. Strock  
Assistant Administrator for  
Enforcement ~~& Compliance Monitoring~~  
U.S. Environmental Protection  
401 M Street, S.W.  
Washington, D.C. 20460

FOR THE CITY OF PRYOR CREEK

Date

MAY 21, 1990

FOR THE STATE OF OKLAHOMA

ROBERT H. HENRY  
ATTORNEY GENERAL

September 3, 1970  
Date

Brita Haugland Cantrell  
BY: BRITA HAUGLAND CANTRELL  
Assistant Attorney General

OF COUNSEL:

RALPH CORLEY  
Office of Regional Counsel, Region 8  
U.S. Environmental Protection Agency  
1445 Ross Avenue  
Dallas, TX 75202-2733

ELYSE DIBIAGGIO-WOOD  
U.S. Environmental Protection Agency  
401 M Street, S.W.  
Washington, D.C. 20460

**FILED**

**Richard M. Lawrence, Clerk  
U. S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA**

No. 91-C-689-E

This case is transferred back to the Western District of Oklahoma pursuant to an Order of Judge Russell received September 13, 1991.

So ORDERED this 17<sup>th</sup> day of September, 1991.

JAMES O. ELLISON  
UNITED STATES DISTRICT JUDGE



IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

**FILED**

SEP 17 1991

Richard M. Lawrence, Clerk  
U. S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

BILLY R. VINING, TRUSTEE  
ON BEHALF OF THE BANKRUPTCY  
ESTATE OF STEVE D. THOMPSON  
TRUCKING, INC.,

Plaintiff,

vs.

ALL-STATE INSULATION  
CORPORATION

Defendant.

Case No. 91-C-654 *CB*

<sup>OF</sup>  
**JOINT STIPULATION ~~FOR~~ DISMISSAL WITH PREJUDICE**

COME NOW the Plaintiff, BILLY R. VINING, TRUSTEE ON BEHALF OF THE BANKRUPTCY ESTATE OF STEVE D. THOMPSON TRUCKING, INC., and ALL-STATE INSULATION CORPORATION, Defendant, and, pursuant to Rule 41(a)(1), Federal Rules of Civil Procedure, announce that the above-styled and numbered cause has been settled, and jointly stipulate that the above-styled and numbered cause be dismissed, with prejudice to the refiling of same, or any other action on the facts alleged herein, against this named party defendant and against WESTCO INTERNATIONAL and ASBESTOS HANDLERS, INC., and each of the above stated assigns or subsidiaries, each party to bear its respective costs and attorney's fees.

Executed as of this 16th day of September, 1991.

BILLY R. VINING, TRUSTEE ON BEHALF  
OF THE BANKRUPTCY ESTATE OF STEVE  
D. THOMPSON TRUCKING, INC.,  
PLAINTIFF

CHARLES L. BROADWAY  
629 Twenty-fourth Avenue S.W.  
Norman, Oklahoma 73069  
Tel. No. 405/329-0024

By: 

Charles L. Broadway, OBA# 11624

ALL-STATE INSULATION CORPORATION  
DEFENDANT

FRAZIER, SMITH & PHILLIPS  
1424 Terrace Drive  
Tulsa, Oklahoma 74104  
Tel. No. 918/744-7200

By: 

Phil Frazier, OBA# 3112

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,  
Plaintiff,

vs.

LUCILLE M. HOLLEY a/k/a LUCILLE  
M. CRUTCHER; DeARNETTE CRUTCHER;  
LATONYA L. BROWN; COUNTY  
TREASURER, Tulsa County,  
Oklahoma; and BOARD OF COUNTY  
COMMISSIONERS, Tulsa County,  
Oklahoma,

Defendants.

**FILED**

SEP 17 1991

Richard M. Lawrence, Clerk  
U. S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

CIVIL ACTION NO. 91-C-535-E

ORDER

Upon the Motion of the United States of America, acting on behalf of the Secretary of Veterans Affairs, by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Kathleen Bliss Adams, Assistant United States Attorney, and for good cause shown it is hereby ORDERED that this action shall be dismissed without prejudice.

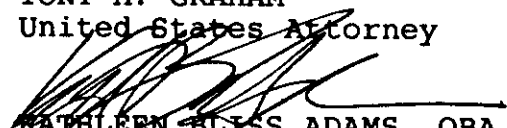
Dated this 17 day of Sept, 1991.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

TONY M. GRAHAM  
United States Attorney

  
KATHLEEN BLISS ADAMS, OBA #13625  
Assistant United States Attorney  
3600 U.S. Courthouse  
Tulsa, Oklahoma 74103  
(918) 581-7463

KBA/esr

IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

**FILED**

SEP 17 1991

GREGORY OSBORN, by and  
through his Limited  
Guardian, Nelcine Mae Able,

Plaintiff,

v.

BIEFFE HELMETS s.r.l., an  
Italian corporation,

Defendant.

Richard M. Lawrence, Clerk  
U. S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

No. 90-C-271-E

JOURNAL ENTRY OF JUDGMENT

Now on this 17<sup>th</sup> day of Sept, 1991, this cause comes on to be heard before me, the undersigned Judge for the United States District Court for the Northern District of Oklahoma, being set specially. The plaintiff, Gregory Osborn, by and through his Limited Guardian, Nelcine Mae Able, appears personally and by counsel or record, Jerry Melone of Melone, Shepherd, Schroeder, and Melone; and the defendant, Bieffe Helmets, s.r.l., appears by their counsel of record, Curtis L. Smith of Pierce Couch Hendrickson Johnston & Baysinger; and the Court proceeded to hear the evidence of the witnesses and statement of counsel; and the Court, being fully advised on consideration, finds:

That Gregory Osborn is an incompetent relative to his handling of his Estate and financial affairs; that Gregory Osborn was involved in an accident on or about March 5, 1986, in Miami, Oklahoma, suffered injuries and made claims, that as a result of claims made by and on behalf of Gregory Osborn, the defendant, Bieffe Helmets, s.r.l., has made offer to settle the claims of plaintiff for the payment of Four Hundred Thousand Dollars

(\$400,000.00) and the periodic payment of One Thousand Five Hundred Dollars (\$1,500.00) per month for forty (40) years certain and life and lump sum payment in twenty (20) years of One Hundred Fifty Six Thousand Five Hundred Ninety Dollars (\$156,590.00), all in accordance with the terms and conditions of the Release In Full Of All Claims And Indemnifying Agreement; that the offer of the defendant is reasonable and in the best interest of Gregory Osborn, and accordingly, judgment is entered thereon; and that the plaintiff both in the individual and representative capacities is fully aware of those rights being waived by the entry of this Judgment, and is fully aware that this is a final Judgment.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that Gregory Osborn, by and through his Limited Guardian, Nelcine Mae Able, have and recover from the defendant, Bieffe Helmets, s.r.l., Four Hundred Thousand Dollars (\$400,000.00) and periodic payment of One Thousand Five Hundred Dollars (\$1,500.00) per month for forty (40) years certain and life and lump sum payment in twenty (20) years of One Hundred Fifty Six Thousand Five Hundred Ninety Dollars (\$156,590.00), in accordance with the terms and conditions of the Release In Full Of All Claims And Indemnifying Agreement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that Nelcine Mae Able, as Limited Guardian of Gregory Osborn, shall receive payment upon the aforescribed judgment, and upon payment of the Four Hundred Thousand Dollars (\$400,000.00) shall be authorized and directed to execute Release and Satisfaction of Judgment, Release In Full Of All Claims And Indemnifying Agreement,

and such further documents as might be necessary by and on behalf of Gregory Osborn in the furtherance of these orders of the Court.


IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Court has reviewed the proceedings held in the District Court in and for Ottawa County, State of Oklahoma, in the Matter of the Guardianship of Gregory A. Osborn, Case No. P-90-95, relative to this settlement, and finds same to be fair and reasonable, and hereby approves same.




United States District Judge  
Northern District of Oklahoma

APPROVED:

MELONE, SHEPHERD, SCHROEDER,  
AND MELONE

  
Jerry Melone  
Attorney for plaintiffs.

PIERCE COUCH HENDRICKSON  
JOHNSTON & BAYSINGER

  
Curtis L. Smith  
Attorney for defendant.

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 16 1991

CHEM-LINK PETROLEUM, INC.

Plaintiff,

-vs-

GENERAL ELECTRIC RAILCAR  
SERVICES CORPORATION,

Defendant.

Richard M. Lawrence, Clerk  
U.S. DISTRICT COURT

NO. 91-C-546-E

NOTICE OF DISMISSAL WITH PREJUDICE

COMES now the plaintiff above named, and, pursuant to the provisions of Rule 41(a)(1)(i), Fed. R. Civ. Proc., hereby DISMISSES captioned action WITH PREJUDICE for the reason that all issues involved herein have been fully settled and compromised.

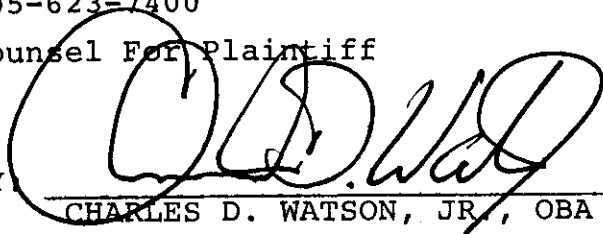
CHARLES D. WATSON, JR.  
DOYLE WATSON  
WATSON & WATSON  
Attorneys at Law  
P. O. Box 647  
Drumright, OK 74030  
918-352-2567

And

TOM R. STEPHENSON  
Attorney at Law  
P. O. Box 699  
Watonga, Oklahoma 73772  
405-623-7400

Counsel For Plaintiff

BY

  
CHARLES D. WATSON, JR., OBA #9388

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

*entered*  
**FILED**

**SEP 16 1991**

**Richard M. Lawrence, Clerk  
U. S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA**

NATIONAL UNION FIRE INSURANCE  
COMPANY OF PITTSBURGH, PA.

Plaintiff,

v.

LAWRENCE K. JOHNSON,

Defendant.

No. M-1702-B

O R D E R

Before the Court is the plaintiff's Objection to Report and Recommendation of United States Magistrate. The plaintiff objects to the following in the Magistrate Judge's report and recommendation: 1) the finding of exemption of \$921.00 in social security and Firefighters pension funds from Dr. Lawrence Johnson's personal account, and 2) the finding that the sum of \$3,552.36 in the Afton Clinic account is the sole property of Dr. Johnson's wife, Plezie Johnson.

Upon review of the record, the Court adopts the Report and Recommendation of the Magistrate Judge. The Court concludes that the sum of \$921.00 in the personal account of Dr. Johnson is exempt from garnishment pursuant to 42 U.S.C. §407 and 11 O.S. §49-126. The Court also concludes that Ms. Johnson's un rebutted testimony that all of the funds in the Afton Clinic account belonged to Ms. Johnson and were used for clinic business only is sufficient to rebut the presumption that the funds in the joint account were jointly owned. See Baker v. Baker, 710 P.2d 129 (Okla. Ct. App. 1985).



The Court, therefore, directs the Court Clerk to pay the plaintiff the following amount:

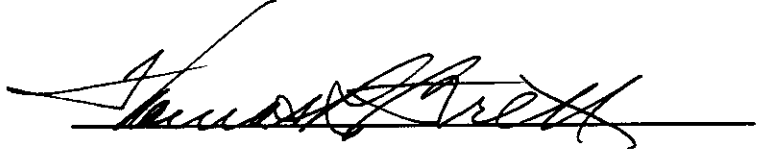
\$361.77 Joint Checking Account

\$9.00 Joint Passbook Savings Account

\$298.91 Johnson's personal account

\$669.68 Total.

IT IS SO ORDERED, this 16<sup>th</sup> day of September, 1991.

A handwritten signature in dark ink, appearing to read "Thomas R. Brett", is written over a horizontal line.

THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

**FILED**

SEP 16 1991

Richard M. Lawrence, Clerk  
U. S. DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

CENTRIFUGAL CASTING MACHINE  
CO., INC., and AMERICAN BANK  
& TRUST CO.,

Plaintiffs,

vs.

BANCA NAZIONALE DEL LAVORO,

Defendant.

No. 89-C-1006-E

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CENTRIFUGAL CASTING MACHINE  
CO., INC.,

Plaintiff,

No. 90-C-669-E

REPUBLIC OF IRAQ; STATE MACHINERY  
TRADING COMPANY; CENTRAL BANK OF  
IRAQ; BANK OF RAFIDAIN; BANCA  
NAZIONALE DEL LAVORO; and  
AMERICAN BANK & TRUST COMPANY,

Defendants.

**JUDGMENT**

Having entered the Order proposed by Centrifugal Casting Machine Co., Inc., American Bank & Trust Co., and Banca Nazionale del Lavoro, and having rejected in open court the objection to the entry of the proposed Order stated by the Intervenor, The United States of America, in their Statement of Interest, Judgment is hereby entered,

1. Rejecting the Intervenor's objections to the proposed Order;
2. Dismissing with prejudice the claims of American Bank & Trust Co., Centrifugal Casting Machine Co., and Banca Nazionale del Lavoro against each other;

3. In favor of Centrifugal Casting Machine Co., Inc. and American Bank & Trust Co. against the Defendant, Bank of Rafidain, declaring that Centrifugal Casting Machine Co., Inc., American Bank & Trust Co., and Banca Nazionale del Lavoro have no liability to Bank of Rafidain on the Standby Letter of Credit; and

4. Dismissing without prejudice the remaining claims against the Defendants, Republic of Iraq, State Machinery Trading Company, Central Bank of Iraq and Bank of Rafidain.

Dated this 12<sup>th</sup> day of September, 1991.

  
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

BEVERLY MILLER,

Plaintiff,

vs.

KIMBERLY-CLARK CORPORATION,

Defendant.

Case No. 90-C-367-B ✓

**FILED**

SEP 13 1991 8

O R D E R

Richard M. Lawrence, Clerk  
U.S. DISTRICT COURT

Before the Court for decision is a Motion for Summary Judgment filed by Defendant, KIMBERLY-CLARK CORPORATION ("Kimberly-Clark"), pursuant to Fed.R.Civ.P. 56. Kimberly-Clark seeks Summary Judgment against the Plaintiff, Beverly Miller ("Miller"), averring there are no genuine issues of material fact, there is no proof to support the elements of Miller's claim, and Kimberly-Clark's complete defense of prior independent development entitles it to judgment as a matter of law .

The Plaintiff, proceeding pro se, brought this action alleging that Kimberly-Clark misappropriated her idea for "Disposable Training Panties for Tots, Ages 2, 3 and 4." (Miller's pleading filed May 25, 1990). The factual background of this case, principally derived from Miller's complete deposition and the exhibits relative thereto, is as follows:

Miller wrote a letter to Kimberly-Clark dated November 8, 1988, claiming to have invented a product that was needed by women and teenage girls "as much as they need Kotex." (Miller Depo. Exhibit 8). Miller was apparently referring to her idea for

file

"disposable panties for women." (Miller Depo., p. 21). Kimberly-Clark responded by letter dated November 30, 1988, inviting Miller to submit her idea and return it along with a signed copy of the Kimberly-Clark Corporation Policy for Reviewing Unsolicited Ideas ("Policy") provided Miller. (Miller Depo. Exhibit 8).

Miller stated in her deposition that when she received the letter she "didn't have anything"<sup>1</sup> to send to Kimberly-Clark. (Miller Depo., p. 21). After some further brainstorming, Miller came up with an idea for disposable panties for children.<sup>2</sup> (Miller Depo., pp. 20-21). She made a one-page drawing of her idea and suggested that diaper material be used in the seat of the panties. (Miller Depo. Exhibit 1). Miller contends that the unique feature of her design was that the padding only went down the center of the panty and did not go around the hips like a diaper. On December 6, 1988, Miller mailed this drawing back to Kimberly-Clark along with a signed copy of the Policy which included the following provisions (Miller Depo. Exhibit 2):

KIMBERLY-CLARK CORPORATION does not permit any communication to be received in confidence by its employees, and no confidential relationship may be established with any submitter. It is preferred that all such ideas be submitted in writing, signed and dated, but, in any event, the submission of any such idea must be accompanied by the following signed statement:

\*\*\*

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<sup>1</sup> The Court interprets "anything" to mean a prototype, schematic, drawing or other tangible object.

<sup>2</sup> Miller claims to have conceived the disposable-panties-for-children idea on November 1, 1988. However, the letter that allegedly prompted the idea was dated November 30, 1988. The discrepancy in dates is not material to the outcome in this matter.

... I hereby waive and release any and all claims against the said KIMBERLY-CLARK CORPORATION in respect of the subject matter of the said description except claims based upon rights arising under the Patent Laws of the United States or claims based upon any future agreements made by me with the said KIMBERLY-CLARK CORPORATION.

Kimberly-Clark responded with a letter dated December 19, 1988, which informed Miller that her idea had been previously considered by the Kimberly-Clark research staff. (Miller Depo. Exhibit 5; Miller Depo., pp. 63-64). Miller claims to have conducted a patent search at this time.<sup>3</sup> As a result of the letter she received from Kimberly-Clark, Miller stopped pursuing this idea for disposable panties for toddlers. (Miller's pleading filed May 25, 1990). Nine months later Miller became aware of the fact that Kimberly-Clark was marketing PULL-UPS, a product similar to the one she had submitted. (Miller Depo., Exhibit 7). Miller then filed this action alleging that Kimberly-Clark misappropriated her trade secret in violation of the Uniform Trade Secrets Acts ("Act"), 78 O.S. §85 *et seq* (1987).<sup>4</sup>

Kimberly-Clark argues it was developing a disposable diaper for children with padding down the center long before it received the drawing from Miller. (Exhibit C, Kimberly-Clark's Brief in

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<sup>3</sup> Miller alleges she did not have the money necessary to obtain a patent and was hoping that Kimberly-Clark would like the idea and obtain the patent.

<sup>4</sup> Miller never cites this Act but she "request[s] that the Uniform Trade Acts come into effect." She also uses language from the Act throughout her complaint. Kimberly-Clark fails to ever cite this Act and instead relies on the common law elements of misappropriation of a trade secret.

Support of Motion for Summary Judgment). As early as the summer of 1986, Kimberly-Clark researchers disclosed to the company their design for a disposable training pant product which had an absorbent pad down the center. (Affidavit of Paul T. Van Gompel, ¶ 2; Exhibit A, Kimberly-Clark's Brief in Support of Motion for Summary Judgment). A second disclosure was made to the company in January of 1987. (Affidavit of Paul T. Van Gompel, ¶ 4; Exhibit B, Kimberly-Clark's Brief in Support of Motion for Summary Judgment). The researchers' designs were incorporated into a United States patent application which was filed Dec. 16, 1987. (Affidavit of Douglas Miller, ¶ 4; Exhibit C, Kimberly-Clark's Brief in Support of Motion for Summary Judgment). A continuation application was filed July 11, 1989 and the patent (No. 4,940,464) was issued July 10, 1990. (Affidavit of Douglas Miller, ¶ 4; Exhibit D, Kimberly-Clark's Brief in Support of Motion for Summary Judgment).

Pursuant to Fed.R.Civ.P. 56, summary judgment is appropriate where "there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Celotex Corp. v. Catrett, 477 U.S. 317, 322-23 (1986); Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 250 (1986); Windon Third Oil & Gas v. FDIC, 805 F.2d 342 (10th Cir. 1986). In Celotex, 477 U.S. at 317 (1986), it is stated:

"The plain language of Rule 56 (c) mandates the entry of summary judgment, after adequate time for discovery and upon motion, against a party who fails to make a showing sufficient to establish the existence of an element essential to that party's case, and on which that party will bear the burden of proof at trial."

To survive a motion for summary judgment, nonmovant "must establish that there is a genuine issue of material facts..." Nonmovant "must do more than simply show that there is some metaphysical doubt as to the material facts." Matsushita v. Zenith, 475 U.S. 574, 585 (1986).

Under the Uniform Trade Secrets Act, a complainant, to recover damages for misappropriation of a trade secret, must show 1) the existence of a trade secret and 2) some form of misappropriation. Kimberly-Clark contends that summary judgment should be granted because Miller has failed to make a sufficient showing to establish the existence of either element.

The Act defines a trade secret in §86(4) as:

[I]nformation, including a formula, pattern, compilation, program, device, method, technique or process, that:

- a. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and
- b. is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Miller has failed to produce any evidence that her idea for disposable panties satisfies the definition of a trade secret. Miller's idea consisted of a pattern or design for creating disposable panties. Miller has testified her panties-idea included a center strip with three layers of material that went from the front of the diaper to the back of the diaper but did not go around the hips. (Miller Depo., pp. 40-51). The three layers of the center strip were an outer liner of plastic, an absorbent "cotton" material in the middle and a "diaper-like" material on the inside



of the panty. (Miller Depo., pp. 40-51). Miller admits that she was not the first person to come up with the general concept of disposable panties. (Miller Depo., pp. 39-40).

Miller fails to satisfy the definition of a trade secret because her pattern does not derive independent economic value from being unknown. Her three-layer center strip design is generally known by this industry. (Affidavit of Douglas Miller, ¶ 6). Kimberly-Clark offers proof that several patents had already been issued for other products using a similar three-layer design when Miller submitted her idea. (Affidavit of Douglas Miller, ¶ 7-10; Exhibits E, F, G and H (patents), Kimberly-Clark's Brief in Support of Motion for Summary Judgment). An item that has been patented can not possibly be a trade secret. Water Technologies Corp. v Calco, Ltd., 850 F.2d 660 (Fed.Cir. 1988). Furthermore, Kimberly-Clark had, prior to Miller's submission, applied for a patent on a training pant with the three-layer center strip design suggested by Miller. (Exhibit C, Kimberly-Clark's Brief in Support of Motion for Summary Judgment).

The Court concludes Miller's idea did not derive any economic value from being generally unknown. Information that is public knowledge or that is generally known in an industry cannot be a trade secret. Ruckelshaus v. Monsanto Co., 467 U.S. 986,1002 (1984). In sum, Miller's idea does meet the definition of a trade secret and does not warrant the Act's protection.

The Court concludes Miller did not have a trade secret; hence, there can be no misappropriation of what did not exist. Even

assuming, *arguendo*, that Miller's idea is a trade secret, she has failed to make any showing that such was misappropriated.

Miller must make some showing that her "trade secret" was misappropriated in order to survive the Defendant's Motion for Summary Judgment. This element requires Miller to establish that her trade secret was acquired by Kimberly-Clark by "improper means" or was used without her express or implied consent. 78 O.S. §86(2)(a)(b). In her complaint, Miller cites "improper means" as her grounds of alleged misappropriation.

§86(1) defines "improper means ":

"...includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means."

Miller charges that Kimberly-Clark unlawfully manipulated, coerced, deceived and enticed her to submit her idea. Miller claims in her pleadings to have been deceived by the Defendant through a letter in which Kimberly-Clark claimed to have no interest in her idea. However, the correspondence in the record does not indicate any deception on the part of Kimberly Clark.

The first correspondence from Kimberly-Clark to Miller is a letter dated November 30, 1988 in which Miller was invited to submit her idea but warned that "it is extremely rare for an idea to be accepted from the public for use by Kimberly-Clark" and that "[e]ven though you may not see a product or concept on the market, which is similar to your idea, it is possible that we have already considered it." (Miller Depo. Exhibit 8). Miller willingly

submitted her idea in response to this letter and signed the Policy agreement in the apparent hope that Kimberly-Clark would accept the idea and compensate her.

Kimberly-Clark responded with a letter dated December 19, 1988 in which they informed Miller that "your suggestion has been considered previously by our research staff" and that "your suggestion is not a new one for us." (Miller Depo. Exhibit 5). Miller mailed another letter dated April 1, 1990, demanding royalties from the sale of PULL-UPS. (Miller Depo. Exhibit 7). Kimberly-Clark responded with a letter dated April 6, 1990, in which they once again stated that Miller's idea was not new to Kimberly-Clark and that "we do not use any idea submitted to us without compensating the inventor." (Miller Depo. Exhibit 7). Although all inferences are to be drawn for the nonmovant, the court concludes there is no evidence that Kimberly-Clark used "improper means" to acquire Miller's idea.

A second method of establishing misappropriation is to show that a "trade secret" was used without express or implied consent and the trade secret was acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use. 78 O.S. §86(2)(b)(2)(b). Miller has presented no evidence whatsoever that Kimberly-Clark used her idea other than the fact that Kimberly-Clark is marketing a product which she claims is similar to the one she submitted. Miller claims to be prepared to prove that the idea for Pull-Ups came exclusively from her innovative technology and that PULL-UPS are an exact replica of her

submission. Miller also claims to have dates, pictures, registrations and notarizations from the year 1987 to 1989 to prove that the idea for PULL-UPS was hers.<sup>5</sup> (Miller Depo. Exhibit 7). However, Miller has presented no evidence to support these claims.

Kimberly-Clark argues that they did not use Miller's idea because they had already developed the idea of a disposable panty for toddlers with a similar design. (Exhibit C; Kimberly-Clark's Brief in Support of Motion for Summary Judgment). Miller admits that Kimberly-Clark informed her that they had already considered such an idea. (Miller Depo., p. 64).

The Policy agreement signed by Miller stated that Kimberly-Clark did not receive the submission in confidence. Therefore, it is unnecessary to determine whether the information was acquired under circumstances giving rise to a duty to limit the use of the information. The Supreme Court has held that "[i]f an individual discloses his trade secret to others who are under no obligation to protect the confidentiality of the information ... his property right is extinguished. Ruckelshaus, 467 U.S. at 1002.

Miller has failed to make any showing to establish the essential element, misappropriation. There is no evidence that Kimberly-Clark used improper means to acquire the idea or that they

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<sup>5</sup> Miller's letter claims that in 1987 she was registered with American Patent, Research and Development. She also claims that in 1988 the Innovation Center did a patent search for her. Miller alleges that this search produced a patent (No. 46320) by Paul T. Van Gompel, dated December 23, 1986, that is not as similar to the PULL-UPS product as her idea. There is no evidence in the record regarding this patent. Kimberly-Clark claims that PULL-UPS are the result of Patent No. 4,940,464 which was issued July 10, 1990.

ever used Miller's submission. The allegations in Miller's pleadings do not suffice to create a factual issue. In addition, Miller lost any right in her "trade secret" by submitting it to Kimberly-Clark. Since Miller would have the burden of proof at trial on the issue of trade secret and misappropriation, Rule 56 requires that Miller make a showing to establish this element. In the absence of such a showing, the Defendant's Motion For Summary Judgment should be sustained.

Miller's concept of a disposable panty was more in the mold of an invention. Certainly, her idea was one that was patentable. 35 U.S.C. §101. In fact, Congress intended for the statutory subject matter of patents to "include anything under the sun that is made by man." Diamond v. Diehr, 450 U.S. 175, 182 (1981). A patent protects its inventor from others who may use the idea without the inventor's permission. 35 U.S.C. §154,281.

In this case, Miller knew her invention was potentially patentable. She conducted a patent search and submitted the idea to Kimberly-Clark because she "felt like if they wanted it, they would patent it." (Miller Depo. Exhibit 7; Miller Depo., pp. 38-39). Miller also signed a waiver that released Kimberly-Clark of all claims except those arising under the Patent Laws of the United States. (Miller Depo. Exhibit 2).

Miller alleges she was financially unable to pursue a patent of her idea and claims she did not pursue such a patent because Kimberly-Clark was not interested in the idea. The record indicates that Kimberly-Clark applied for its patent of a disposable panty

eleven months before Miller conceived of the idea and there is no evidence that Kimberly-Clark deceived Miller in an attempt to obtain the patent. In fact, Kimberly-Clark informed Miller that they were already working on the idea. The fact that Miller also conceived of the idea does not give her any protection against Kimberly-Clark obtaining a patent and marketing the same idea which they independently acquired.

The Court does not address the allegations of altering patent numbers and illegally using patent number 4,573,203 raised by the Plaintiff in her Response to the Defendant's Motion For Summary Judgment, as these matters were not raised in Miller's Complaint. The Court also finds no mention in Plaintiff's Complaint regarding claims concerning a reusable plastic bag with loop holder, submitted Feb. 25, 1986.

The Court concludes Kimberly-Clark's Motion For Summary Judgment should be and the same is hereby SUSTAINED.

IT IS SO ORDERED this 13<sup>th</sup> day of September, 1991.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

**FILED**

**SEP 13 1991**

Richard M. Lawrence, Clerk  
U.S. DISTRICT COURT

RESOLUTION TRUST CORPORATION  
as Receiver of Sooner Federal  
Savings Association

Plaintiff,

vs.

Case No. 90-C-902-C

THE QUARLES AGENCY, INC.

Defendant.

STIPULATION OF DISMISSAL WITH PREJUDICE

Pursuant to Rule 41(a)(1)(ii) of the Federal Rules of Civil Procedure, the parties hereby stipulate that this action is hereby dismissed with prejudice, with each party to bear its own attorneys' fees and costs.

*John Henry Rule*

John Henry Rule, OBA No. 7824  
James W. Rusher, OBA No. 11501  
Michael G. Daniel, OBA No. 13265  
GABLE & GOTWALS  
2000 Fourth National Bank Building  
Tulsa, Oklahoma 74119  
(918) 582-9201

ATTORNEYS FOR PLAINTIFF

*Christopher S. Heroux*

Christopher S. Heroux, OBA #11859  
HOLLIMAN, LANGHOLZ, RUNNELS &  
DORWART  
700 Holarud Building  
Ten East Third Street  
Tulsa, Oklahoma 74103  
(918) 584-1471

ATTORNEYS FOR DEFENDANT

*P-2*  
**FILED**

**IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA**

**SEP 13 1991**

Richard M. Lawrence, Clerk  
U.S. DISTRICT COURT

**STEVEN WAYNE GRAHAM,**

**Plaintiff,**

**vs.**

**Case No. 90-C-881-C**

**COBE LABORATORIES, INC., a  
Colorado corporation, and  
LIFEMED OF CALIFORNIA, a  
California corporation,**

**Defendants.**

**JOINT STIPULATION OF  
DISMISSAL WITH PREJUDICE**

COME NOW the Plaintiff, STEVEN WAYNE GRAHAM, and the Defendants, COBE LABORATORIES, INC., a Colorado Corporation, and LIFEMED OF CALIFORNIA, a California Corporation, and stipulate pursuant to Federal Rules of Civil Procedure, Rule 41, that this action be dismissed with prejudice.

Dated this 13 day of September, 1991.

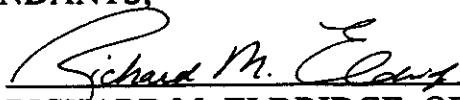
PLAINTIFF,

BY:

*Bruce MacDougall*  
ROBERT B. SMITH, OBA #8396  
BRUCE MACDOUGALL, OBA #12384  
ROBERT B. SMITH & ASSOCIATES  
420 W. Main, Suite 130  
Tulsa, Oklahoma 73102  
(918)232-9644



DEFENDANTS,

BY:   
RICHARD M. ELDRIDGE, OBA #2665  
RHODES, HIERONYMUS, JONES,  
TUCKER & GABLE  
2800 Fourth National Bank Bldg.  
Tulsa, Oklahoma 74119  
(918) 582-1173

rme\bv:lifemed\stipulat

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

BEVERLY MILLER

Plaintiff,

v.

KIMBERLY-CLARK CORPORATION,

Defendant.

Case No. 90-C-367-B ✓

**FILED**

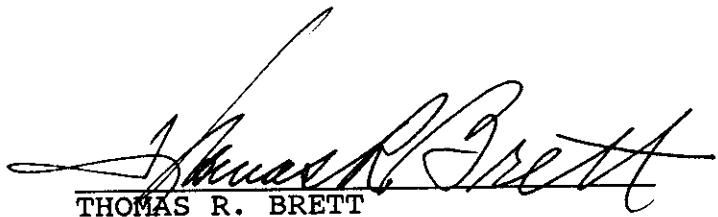
SEP 13 1991

Richard M. Lawrence, Clerk  
U.S. DISTRICT COURT

J U D G M E N T

In accord with the Order filed September 13, 1991, sustaining Defendant Kimberly-Clark Corporation's Motion For Summary Judgment, the Court hereby enters Judgment in favor of the Defendant, Kimberly-Clark Corporation, and against the Plaintiff, Beverly Miller. Plaintiff shall take nothing of her claim. Costs are assessed against the Plaintiff if timely applied for pursuant to Rule 6, Local Rules. Each Party is to pay its respective attorney's fees.

DATED this 13<sup>th</sup> of September, 1991.

  
THOMAS R. BRETT  
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 13 1991

Richard M. Lawrence, Clerk  
U.S. DISTRICT COURT

RICHARD W. TIPTON,

Plaintiff,

vs.

AUTO-CHLOR SERVICES,  
INC., and PIZZA HUT  
OF AMERICA, INC.,


Defendants.


No. 90-C-771-B


*Stipulation of*  
JOINT DISMISSAL WITH PREJUDICE

COMES NOW the plaintiff, Richard W. Tipton, and the defendants, Auto-Chlor Services, Inc. and Auto-Chlor System, Ltd., and hereby jointly dismiss the above-styled case with prejudice as to any future action.

Dated this 10th day of September, 1991.

  
KEN RAY UNDERWOOD, OBA# 9156  
Attorney for Plaintiff

  
RICHARD HONN, OBA# 4343  
Attorney for Auto-Chlor  
System, Ltd.

  
PAT MALLOY, OBA# 5646  
Attorney for Auto-Chlor  
Services, Inc.

4278-000

IN THE UNITED STATES DISTRICT COURT,  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

**FILED**

SEP 12 1991

Richard M. Lawrence, Clerk  
U.S. DISTRICT COURT

FRED M. HAMMICK, JR. and  
GLORIA JANELLE HAMMICK,

Plaintiffs, )

VS.

ARMSTRONG CORK AND SEAL, et al.,

Defendants.

Case No. 89-C-569-B

ORDER OF DISMISSAL OF  
DEFENDANT, GEORGIA-PACIFIC CORPORATION

ORDER DISMISSING DEFENDANT,  
GEORGIA-PACIFIC CORPORATION

(Iola)

ORDER OF DISMISSAL OF  
DEFENDANT, GEORGIA-PACIFIC CORPORATION

There comes on for hearing before the undersigned Judge of the United States District Court, the Joint Stipulation of the Plaintiffs and the Defendant, Georgia-Pacific Corporation, for Dismissal with Prejudice of the Defendant, Georgia-Pacific Corporation. The Court is of the opinion that the Stipulation is well taken and,

IT IS THEREFORE ORDERED that the Defendant, Georgia-Pacific Corporation, be, and is hereby, dismissed with prejudice in this cause of action. Further, that each party shall pay their own costs incurred herein.

**S/ THOMAS R. BRETT**

UNITED STATES DISTRICT COURT JUDGE

WBH10/jbh:HOD

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 12 1991

BILLY R. VINING, TRUSTEE  
ON BEHALF OF THE BANKRUPTCY  
ESTATE OF STEVE D. THOMPSON  
TRUCKING, INC.,

Plaintiff,

vs.

WHITLOCK PACKAGING  
CORPORATION,

Defendant.

Richard M. Lawrence, Clerk  
U.S. DISTRICT COURT

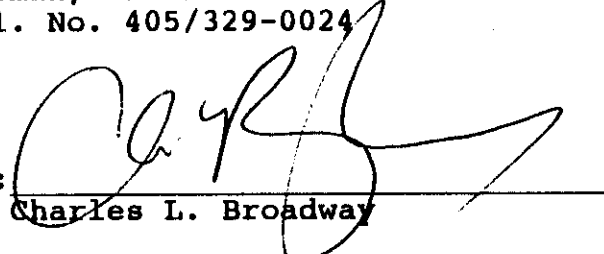
Case No. 91-C-643 B

*Notice of* DISMISSAL WITH PREJUDICE

COMES NOW the Plaintiff, BILLY R. VINING, TRUSTEE ON BEHALF OF THE BANKRUPTCY ESTATE OF STEVE D. THOMPSON TRUCKING, INC., and dismisses this cause of action with prejudice to the bringing of any other action on the facts alleged herein, against this named party defendant and against WHITLOCK TRANSPORTATION, INC., its assigns or subsidiaries.

BILLY R. VINING, TRUSTEE ON BEHALF  
OF THE BANKRUPTCY ESTATE OF STEVE  
D. THOMPSON TRUCKING, INC.,  
PLAINTIFF

CHARLES L. BROADWAY  
629 Twenty-fourth Avenue S.W.  
Norman, Oklahoma 73069  
Tel. No. 405/329-0024

By:   
Charles L. Broadway

FILED

SEP 12 1991

Richard M. Lawrence, Clerk  
U.S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

BILLY R. VINING, TRUSTEE  
ON BEHALF OF THE BANKRUPTCY  
ESTATE OF STEVE D. THOMPSON  
TRUCKING, INC.,

Plaintiff,

vs.

THE CROSBY GROUP, INC.,  
MCKISSICK PRODUCTS DIVISION,

Defendant.

Case No. 91-C-650 B

NOTICE OF

DISMISSAL WITH PREJUDICE

COMES NOW the Plaintiff, BILLY R. VINING, TRUSTEE ON BEHALF OF  
THE BANKRUPTCY ESTATE OF STEVE D. THOMPSON TRUCKING, INC., and  
dismisses this cause of action with prejudice to the bringing of  
any other action on the facts alleged herein.

BILLY R. VINING, TRUSTEE ON BEHALF  
OF THE BANKRUPTCY ESTATE OF STEVE  
D. THOMPSON TRUCKING, INC.,  
PLAINTIFF

CHARLES L. BROADWAY  
629 Twenty-fourth Avenue S.W.  
Norman, Oklahoma 73069  
Tel. No. 405/329-0024

By:

  
Charles L. Broadway

FILED

SEP 12 1991

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Richard M. Lawrence, Clerk  
U.S. DISTRICT COURT

BILLY R. VINING, TRUSTEE  
ON BEHALF OF THE BANKRUPTCY  
ESTATE OF STEVE D. THOMPSON  
TRUCKING, INC.,

Plaintiff,

vs.

OIL CAPITOL SUPPLY CO.,

Defendant.

Case No. 91-C-655 E

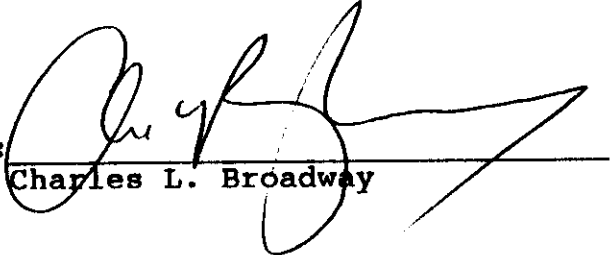
DISMISSAL WITH PREJUDICE

COMES NOW the Plaintiff, BILLY R. VINING, TRUSTEE ON BEHALF OF THE BANKRUPTCY ESTATE OF STEVE D. THOMPSON TRUCKING, INC., and dismisses this cause of action with prejudice to the bringing of any other action on the facts alleged herein.

BILLY R. VINING, TRUSTEE ON BEHALF  
OF THE BANKRUPTCY ESTATE OF STEVE  
D. THOMPSON TRUCKING, INC.,  
PLAINTIFF

CHARLES L. BROADWAY  
629 Twenty-fourth Avenue S.W.  
Norman, Oklahoma 73069  
Tel. No. 405/329-0024

By:

  
Charles L. Broadway



IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

DONNA TAYLOR,

Plaintiff,

vs.

Case No. 90 C 1026 B

JAMES B. BOWYER, individually  
and in his official capacity as  
Mayor of the City of Collinsville,  
Oklahoma; RICK CLARK, individually  
and in his official capacity as  
Commissioner of the City of  
Collinsville, Oklahoma; LESLIE  
KILPATRICK, individually and in  
his official capacity as  
Commissioner of the City of  
Collinsville, Oklahoma; and  
RAYMOND L. JENNINGS, II,  
individually and in his official  
capacity as Commissioner of the  
City of Collinsville, Oklahoma;  
and THE CITY OF COLLINSVILLE,  
Oklahoma,

Defendants.

**FILED**

**SEP 11 1991**


Richard M. Lawrence, Clerk  
U.S. DISTRICT COURT

STIPULATION OF DISMISSAL WITH PREJUDICE

All the parties to this action hereby stipulate that any and all causes of action and claims against the Defendant, City of Collinsville, are hereby dismissed with prejudice.

HOOD, THORNBRUGH & RAYNOLDS, P.C.

By:

  
P. THOMAS THORNBRUGH  
1914 South Boston  
Tulsa, Oklahoma 74119

ATTORNEY FOR PLAINTIFF,  
DONNA TAYLOR

ELLER AND DETRICH  
A Professional Corporation

BY: 

JOHN H. LIEBER, OBA #5421  
2727 East 21st Street  
Suite 200, Midway Building  
Tulsa, Oklahoma 74114  
(918) 747-8900

ATTORNEYS FOR DEFENDANT,  
CITY OF COLLINSVILLE

**FILED**

MAR 27 1991

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OKLAHOMA

DOROTHY A. EVANS, CLERK  
U. S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF OKLAHOMA

IN RE:

FITZGERALD, DeARMAN &  
ROBERTS, INC.,

Debtor.

P. DAVID NEWSOME, JR.,  
Trustee for the Liquidation  
of Fitzgerald, DeArman &  
Roberts, Inc.,

Plaintiff,

vs.

WILSON-DAVIS & COMPANY, a  
Utah corporation; BRUCE  
WHALEY; LYLE W. DAVIS; SAM  
WILSON; and WALTON FREDERICK  
CARLISLE,

Defendants.

Bankruptcy Case No. 88-01859-W  
(SIPA)

Adversary No. 90-0185-W

**FILED**

SEP 11 1991

Richard M. Lawrence, Clerk  
U.S. DISTRICT COURT

ORDER APPROVING SETTLEMENT  
BY AND BETWEEN THE TRUSTEE,  
WILSON-DAVIS & COMPANY, LYLE P. DAVIS,  
SAM WILSON AND BRUCE WHALEY

There comes before the Court on this \_\_\_\_ day of  
April, 1991, the Application for Order Approving Settlement filed  
by the Plaintiff, P. David Newsome, Jr., Trustee for the  
Liquidation of Fitzgerald, DeArman & Roberts, Inc. (the  
"Trustee"). Having reviewed the Application, the Court finds and  
orders as follows:

1. On March 25, 1991, the Trustee filed the Application  
seeking approval of a compromise and settlement in this adversary  
proceeding. Proper notice was thereafter given to all persons  
who have filed with the Court and served on counsel for the

F\FDRWILSO.OR2

-1-

DOCKETED 3-27 1991.  
Clerk, U.S. Bankruptcy Court  
Northern District of Oklahoma

64

Trustee Requests for Notice.

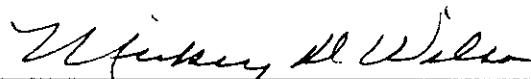
2. None of the persons who have received notice of the Application objected to such Application within twenty days, the time prescribed by Bankruptcy Rule 2002(a).

3. The compromise and settlement between the parties is in the best interest of the creditors of the estate.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the settlement between the Trustee, Wilson-Davis, Davis, Wilson and Whaley, as more particularly described in the Application, is hereby approved, and that the Trustee's claims against Wilson-Davis, Davis, Wilson and Whaley are hereby dismissed with prejudice.

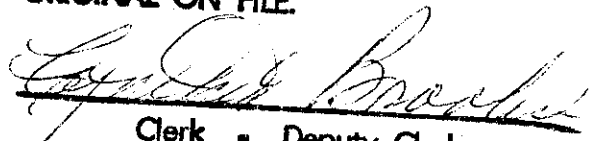
IT IS FURTHER ORDERED that the Trustee shall provide notice of this Order to all parties who have requested notice of this case.

DATED March 26, 1991.

  
HONORABLE MICKEY D. WILSON  
UNITED STATES BANKRUPTCY JUDGE

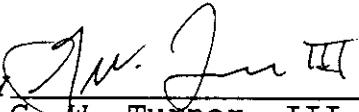
United States Bankruptcy Court,  
Northern District of Oklahoma ) ss

I HEREBY CERTIFY THAT THE FOREGO-  
ING IS A TRUE COPY OF THE  
ORIGINAL ON FILE.

  
Clerk • Deputy Clerk

Approved for Entry By:

CONNER & WINTERS

BY   
G. W. Turner, III

2400 First National Tower  
Tulsa, Oklahoma 74103  
(918) 586-5711

Attorneys for P. David Newsome,  
Jr., Trustee for the Liquidation  
of Fitzgerald, DeArman & Roberts,  
Inc.

IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 11 1991

Richard M. Lawrence, Clerk  
U.S. DISTRICT COURT

AL M. SNIPES GENERAL INSURANCE  
AGENCY, INC., an Oklahoma Corporation

Plaintiff,

vs.

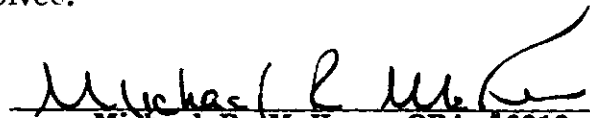
90 C-207 E

JOSEPH B. LOFTIS, an individual; EN-  
DEAVOR PROCESSING CO., a Nevada  
Corporation

Defendants.

DISMISSAL WITHOUT PREJUDICE

COMES NOW the Plaintiff Al M. Snipes General Insurance Agency, Inc., by and through its attorney Michael R. McKee, and based upon a review of current evidence and discussions with co-Defendant Endeavor Processing Co. pertaining to their assertion of a lack of jurisdiction within the State of Oklahoma, the Plaintiff Al M. Snipes General Insurance Agency, Inc., dismisses this matter without prejudice to further litigation pertaining to the matters involved.



Michael R. McKee, OBA #6018  
Attorney for Plaintiff  
3700 W. Robinson, Ste 234  
Norman, OK 73072  
(405) 360-2322